

**United States Department of Agriculture
General Provisions
Non Funded Cooperative Agreements**

1. The details of the cooperative work shall be planned and executed jointly by the Cooperator and the Agricultural Research Service (ARS). Outlines covering working plans and methods of procedure shall be prepared jointly subject to revision by joint action as work progress requires. Copies of these plans, as required, will be filed with the Cooperator and ARS.
2. A complete report of the results of the research and experimental work shall be submitted each year by the individual or individuals in direct charge of the cooperative work; one copy to be furnished to the Cooperator and one copy to ARS. A final report must be submitted within 90 days of project completion.
3. Patents and Inventions:
 - a. "Subject Inventions" shall mean any invention conceived or first reduced to practice under this Agreement, and which is patentable or otherwise protected under Title 35 of the United States Code, under Section 2321 of Title 7 of the United States Code, et seq., or under the patent laws of a foreign country.
 - b. Each party shall promptly make written disclosure to the other of each Subject Invention. Disclosed information shall be treated as confidential by the receiving party, until such time as a patent application is processed.
 - c. Each party shall provide, as requested by the other, all information in its possession pertaining to a Subject Invention which may be necessary or useful in the preparation, filing, or prosecution of patent applications covering the Subject Invention.
 - d. Publications and/or oral disclosure of Subject Inventions shall be delayed in order to preserve the United States and/or foreign patent rights, PROVIDED said patent protection shall be promptly and diligently sought.
 - e. All rights, title, and interest in any Subject Invention made solely by employee(s) of ARS shall be owned by ARS.

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- f. All rights, title, and interest in any Subject Invention made solely by at least one (1) employee of ARS and at least one (1) employee of the Cooperator shall be jointly owned by ARS and the Cooperator.
 - g. All rights, title, and interest in any Subject Invention made solely by employee(s) of the Cooperator shall be owned by the Cooperator.
- 4. Either party shall be free to furnish such equipment as may be needed. Equipment provided by the Federal Government shall remain the property of the Federal Government, subject to its removal or other disposition at any time. Equipment provided by the Cooperator shall remain the property of the Cooperator, subject to its removal or other disposition at any time.
- 5. This Agreement is to define in general terms the basis on which the parties concerned will cooperate and does not constitute the basis for financial obligations or expenditures. Each party will handle and expend its own funds. Any and all expenditures from Federal funds made in conformity with the plans outlined in this Agreement must be in accordance with Department and ARS rules and regulations, in each instance based upon appropriate fiscal documentations, such as a lease, contract, purchase order, cooperative agreement, letter of authorization, etc.
- 6. The responsibilities assumed by the cooperating parties are contingent upon the availability of funds from which the expenditures may be legally made.
- 7. This Agreement may be modified or discontinued at the request of either party. Requests shall be submitted by the initiator to the other party for consideration not less than 60 days prior to the desired effective date of the change or termination.
- 8. Copies of all correspondence and documentation regarding this Agreement shall be sent by the originating party to the Authorized Departmental Officer.